

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

**AMENDMENT #2 TO LEASE LP1429**

The **Texas Juvenile Justice Department**, successor agency to the Texas Youth Commission, an agency of the State of Texas, hereinafter referred to as **TJJD** or **LESSOR**, and the **Texas Department of Agriculture, Box 629, Giddings, TX 78942**, hereinafter referred to as **LESSEE**, do hereby acknowledge that they have previously entered into a lease agreement dated September 1, 2006 (the "existing lease"), for the use of property located at Giddings State School beginning **September 1, 2006**, and expiring on **April 30, 2017**.

Both parties wish to continue the relationship that exists without a lapse in the lease period. The parties hereto agree to be bound by the terms and conditions of the existing lease and amendment, subject to the following changes:

1. Paragraph 4 of the existing lease is struck and replaced in its entirety by the following:

**4. TERM OF THE LEASE**

The original term of this lease was five (5) years and eight (8) months, commencing **September 1, 2006**, and ending **April 30, 2012**. This lease was extended for an additional term of five (5) years, commencing **May 1, 2012**, and ending **April 30, 2017**. This lease is hereby extended for an additional term of five (5) years, commencing **May 1, 2017**, and ending **April 30, 2022**.

2. Paragraph 5(E) of the existing lease is struck and replaced in its entirety by the following:


(E1) LESSEE will be permitted to use water from the lake on the leased property for irrigation purposes. The amount of water, the conditions, methods, and procedures for such use by LESSEE will be at the sole discretion of LESSOR. Subject to the availability of funds, LESSEE shall share in the cost of maintenance of the lake on a 50/50 cost basis with LESSOR, which will include, but not necessarily be limited to, the cost of maintaining and/or repairing: access roads leading to and from the lake; any dam structures whose purpose is to impound waters for the lake; damage to any part of the lake as a result of heavy rain events, errant vehicles, or any other event or circumstance leading to physical damage of any part of the lake; and water conveyance pipes or appurtenances that both LESSOR and LESSEE derive benefit from. LESSOR shall provide at least thirty (30) days' notice to LESSEE of the need for maintenance on the lake, and shall provide LESSEE with a written estimate of the costs of such maintenance, including LESSEE'S share of the cost. If LESSEE desires to keep utilizing water in the lake for irrigation purposes, LESSEE shall pay its portion of the maintenance costs as specified in subsection E2. If LESSEE is unable to pay its portion of the maintenance costs, LESSEE will lose permission to use water from the lake for irrigation purposes, commencing on the date of nonpayment through the remaining term of the lease.

(E2) For billing and payment of LESSEE's portion of lake maintenance costs, upon presentation and approval of required lake maintenance costs, LESSEE will submit payment to LESSOR via Interagency Transfer Voucher (ITV) within sixty (60) days of billing receipt.

3. Per this Amendment, the TJJD's contract number for this contract is being changed from **LP1429** to **CON0000338**. Going forward, contract number **CON0000338** will be referenced on all correspondence and all other documents pertaining to this contract.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment through authorized representative as of the day and year last below written.

**For the Texas Juvenile Justice Department:**

 8/30/17  
David Reilly, Executive Director Date

**For the Texas Department of Agriculture:**

 Jason Fearnley 8/23/17  
Signature Printed Name Date

**Approved as to form:**

 8/29/17  
TJJJD Attorney Date